



Request For Proposals No. SDD-907

Asphalt Pavement Repair Services

April 22, 2008

**County of San Bernardino
Special Districts Department
157 West 5th Street, 2nd Floor
San Bernardino, CA 92415**

I. INTRODUCTION

A. Purpose

The County of San Bernardino, Special Districts Department (hereafter referred to as "District") is seeking proposals from interested and qualified Asphalt Pavement Contractors to provide pavement repair services throughout the County of San Bernardino, as needed. See Attachment F, District Locations, for a listing of Road, Park, Water, and Sanitation districts where services are needed. These services can include, but not be limited to, potholes, trenches, overlays, sealers, curbs, berms, parking lots, driveways, other road damage, culvert replacement, and some concrete work associated with the primary asphalt work.. See Section IV, SCOPE OF WORK, for details of services.

B. Period of Contract

The term of a resulting contract is for three (3) years, beginning on or about July 1, 2008, and ending on or about June 30, 2011, unless terminated earlier as provided in this RFP.

The District reserves the right to negotiate extensions of the contract for up to two (2) one-year extensions, solely within its discretion. Any extensions are subject to approval by the County Board of Supervisors.

C. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance.
2. Meet participation requirements listed in this RFP.
3. Have at least 5 years continuous service as a Contractor in asphalt paving.
4. Have current licenses and permits, or the ability to obtain the necessary permit(s) prior to entering into a contract, to perform these services.
5. Have the administrative, fiscal, and technical abilities to provide and manage these services.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

**County of San Bernardino
Special Districts Department
Water & Sanitation Division
ATTN: Rich Allen
12402 Industrial Blvd, Bldg D-6
Victorville, CA 92395
(760) 962-1508
e-mail: rallen@sdd.sbcounty.gov**

E. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 1:00 p.m. on May 23, 2008. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

II. PROPOSAL TIMELINE

Tentative RFP release date	April 22, 2008
Mandatory Bidders' conference	May 1, 2008 10:00 AM
Deadline for submission of proposals	May 23, 2008 1:00 PM
Tentative contract(s) award date	July 1, 2008

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on funding availability. No work will be authorized unless funding is available. This Request For Proposals (RFP) does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Proposers, in writing, if the District rejects all proposals.

B. Modifications

The District reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified date and time.

D. Mandatory Bidders' Conference

There will be a mandatory bidders' conference concerning this RFP and any resulting contract, to be held on May 1, 2008 at 10:00 am at the following location. Call (760) 962-1508 for directions. Proposals from Contractors not attending this conference will not be considered:

County Of San Bernardino
Special Districts Department
157 West 5th Street, 2nd Floor
San Bernardino, CA 92415

E. Incurred Costs

This RFP does not commit the District to pay any costs incurred in the preparation of a proposal in response to this request, and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. SCOPE OF WORK – RESPONSIBILITY OF THE CONTRACTOR.

- A. The County Of San Bernardino, Department Of Public Works, has developed specifications and standards documents for certain asphalt and pavement repair operations. Operations must be performed in accordance with these documents. A partial list of these documents, and how to obtain them, is shown in Attachment E, Specifications And Standards Documents. It is the responsibility of the Contractor to obtain and maintain the most current versions, and to perform operations in accordance with them.
- B. Asphalt pavement repair services can be required in any of the Road, Park, Water, and Sanitation districts listed in Attachment F, District Locations.
- C. Specific services and requirements can be authorized only by those personnel listed in Attachment D, Authorized Personnel List. Work performed without proper authorization is subject to non-payment.

- D. Contractor will haul away and properly dispose of any excess and waste construction or demolished materials that were generated at the job site. These materials can include grindings, broken asphalt/concrete, dirt, culverts. Each job site will be cleaned and left in an acceptable condition at the conclusion of the job.
- E. Contractor will provide appropriate materials, equipment, and labor to perform traffic control procedures at the job site, and for the full duration of the job. Contractor will be responsible for providing its own traffic control per accepted jurisdictional practices. Use of the WATCH manual is highly encouraged and recommended.
- F. Contractor will be required to perform concrete repairs that may be associated with the primary asphalt repairs. The concrete repairs could include portions of curbs and gutters, driveway aprons, cross gutters, sidewalks, manhole aprons, culvert headwalls.
- G. Contractor will be required to perform soil compaction to applicable compaction standards, where required, and provide written certified compaction test results.
- H. Contractor will provide materials, equipment, and labor to perform asphalt pavement and repair services. Some of the more common services may include, but are not limited to, the following:
 - 1. Pot hole repairs, complete patch and/or skin patch.
 - 2. Trench subsidence repairs.
 - 3. Trench base course and overlay paving.
 - 4. Repairs to roads, parking lots, and driveways, caused by storm damage, vehicular/heavy equipment damage, ground shift, underground water main bursts, erosion.
 - 5. Repair or replace asphalt dikes and berms.
 - 6. Grooving, grinding, and pulverizing.
 - 7. Drainage culvert repairs or replacements. These repairs can include replacement of corrugated metal pipe (various diameters), and replacement of headwalls constructed of concrete or cement block.
 - 8. Grading and paving new sections of roads, parking lots, driveways.
 - 9. Apply asphalt overlays to roads.
 - 10. Application of various slurry seals as repairs or maintenance functions to roads, drives, or parking lots.
 - 11. Other asphalt pavement repairs as deemed necessary.

V. GENERAL REQUIREMENTS

1. Bidding

Contractor must complete Attachment C, Fee Schedule, listing bid prices that will remain in effect for the term of the contract. Fee escalation factors, if necessary, can be stated. These prices will exclude tax. Generally, the Contractor with the lowest bid that meets all contract requirements will be chosen. If Contractor cannot provide service or equipment for a specific job, then the Contractor with the next lowest bid will be utilized.

2. Notice of Cancellation

The District reserves the right to disqualify Contractors or cancel contract with a seven (7) day written notice of cancellation in the event the Contractor does not perform service in a satisfactory manner.

3. County of San Bernardino Reserve Rights

The District Reserves the Right to negotiate or solicit competitive proposals on new technology, products and services as they become available and of application or economic benefit as determined by the District.

4. Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon meeting the needs of the District, so determined by the RFP evaluation committee. Also, the District, at its discretion, may award a contract to more than one qualified Contractor.

The award of a contract does not imply or guarantee any work.

5. Local Preference Policy

The County Of San Bernardino has adopted a preference for vendors whose principle place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principle place of business” is defined as the vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- a. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- b. Can demonstrate on-going business activity in the field of endeavor on which the vendor is proposing, from that office during the preceeding six months; and
- c. Has a minimum of twenty-five percent (25%) of the vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two vendors are responding to this RFP and if quality, service, and ability to meet the County’s needs are equal, County staff must determine if one of the vendors is a local vendor. If one of the vendors is a local vendor and its quoted price or cost for services, equipment, goods, or supplies does not exceed five percent (5%) of the other vendor’s quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

VI. CONTRACT REQUIREMENTS.

A. General Requirements

The Contractor(s) selected may be required to agree to the terms contained below. If the Contractor has any objections, these objections must be addressed in the RFP response to the District or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the District or County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to District inquiries within two (2) business days. Contractor shall not change the primary point of contact without written acknowledgement to the District.

3. Change of Address

The Contractor shall notify the District in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

There shall be neither subcontracting nor joint venture of any services, marketing, or other activities by the Contractor unless specifically approved in advance and in writing by the Director, Special Districts Department. The Contractor shall act as the single principal for all service in this contract. This requires a single point of contact representing the Contractor.

Any subcontractors shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

5. Agreement Assignability

Without the prior written consent of the District, the Contract is not assignable by Contractor either in whole or in part.

6. Agreement Amendments

The Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract and approved by the required persons at the District and the County.

7. Termination for Convenience

The District or County for its convenience may terminate this Agreement in whole or in part upon seven (7) calendar days written notice. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Sect. VI, B, 1, INDEMNIFICATION.

9. Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

10. Jury Trial Waiver

The Contractor and District hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against District or District against Contractor on any matter arising out of, or in any way connected with this Agreement, the relationship of Contractor and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

The Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify District immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.

12. Labor Laws

The Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations. Contractor may have to provide certified payrolls to the District.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the District within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

15. Former County Officials

Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

16. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the District determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, Contractor may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

17. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The District, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a District or County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Disclosure of Information on Criminal and Civil Proceedings

The District reserves the right to request information described herein from the Contractor selected for contract award. Failure to provide such information may result in a disqualification from the selection process and no award of contract to the Contractor. The District also reserves the right to obtain requested information by way of background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates, or key employees, has within the last ten years been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may be asked to disclose, whether the firm, or any of its partners, principals, members, associates, or key employees within the last ten years has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by any administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County or District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

19. Electronic Fund Transfer (EFT) Payments

The Contractor shall accept all payments from the District via electronic fund transfer (EFT) directly deposited into Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by District required to process EFT payments.

20. Bonding

Contractor may be required to post bonds for performance, materials, maintenance, and/or labor for specific tasks awarded under the resulting contract.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the District, the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District or County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the types of insurance and limits as described in Attachment B, and to comply with all requirements of Attachment B.

3. Proof of Coverage

The Contractor shall furnish certificates of insurance to the District with its proposal evidencing the insurance coverage, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certificates of insurance with the appropriate "additional insureds" as described in Attachment B, and all endorsements.

C. Right to Monitor and Audit

1. Right to Monitor

The County, State and/or Federal Governments, shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the District and County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the District determines that Contractor's performance of its duties or other terms of this Contract are deficient in any manner, District will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or District at its option may terminate this Contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Contractor under this Contract or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, to include all attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act" as follows:

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Responses may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Contractor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The propriety or confidential data shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response.

The County and District assume no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Contractor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

If confidentiality cannot be maintained, the Contractor has the option of withdrawing the Response to the Proposal or advising the County of its understanding that this information will become public record.

Proposals must be received no later than 1:00 PM on May 23, 2008, at:

**County of San Bernardino
Special Districts Department
Water & Sanitation Division
ATTN: Rich Allen
RFP No. SDD-907, Asphalt Pavement Repair Services
12402 Industrial Blvd, Bldg D-6
Victorville, CA 92395**

B. Proposal Presentation

1. Two (2) originals and three (3) copies of the written proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – RFP SDD-907".
3. **Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and this RFP number.**
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of proposers in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax shall not be included in the proposal.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package that must be submitted in the following format:

1. **Cover Page** - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - a. A statement that the proposal is submitted in response to RFP SDD-907, Asphalt Pavement Repair Services.
 - b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
 - d. A description of your company and its qualifications, and the qualifications of its employees that will provide the services detailed in this RFP.
2. **Statement of certification** – Attach a completed and signed copy of the "Statement of Certification" form (ATTACHMENT A).
3. **Cost**
 - a. Include the completed Attachment C, Fee Schedule.
 - b. Explain any assumptions and/or constraints.
 - c. Explain any additional charges and/or fees in the proposal.
4. **Insurance certificates** - evidencing current coverages as specified in Attachment B.
5. **Copy of current Contractor License** – include a copy of the certificate showing Company name, license number, and issue or expiration date.

- 6. References** – minimum of three for similar services.

VIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by District. A primary consideration shall be the effectiveness of the company or organization in the delivery of comparable or related services based on demonstrated performance. The evaluation will be based on the written proposal as submitted, and may include a site visit to the Contractor's areas of previous asphalt pavement services.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all requirements of this RFP.
- b. Prospective Contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, C.
- c. Attendance at the mandatory bidders' conference, as evidenced by Contractor's name on the sign-in sheet.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the District to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the District may elect to waive the deficiency and accept the proposal.

2. Technical Review - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Ability to provide services in a timely manner (including, but not limited to, providing sufficient personnel, licensing, certification, equipment, and off-site facilities to meet present and future needs.)
- b. Cost (including any additional charges and/or fees).
- c. Diversity of services, and willingness to travel to various geographical locations within the County.

C. Contract Award

If a contract is awarded it will be based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

Award of contract may or may not be on an all or nothing basis. The District reserves the option to make award(s) as it deems to be in the best interest of the District. The District, at its discretion, may award a contract to more than one qualified contractor, or it may award no contracts.

D. Protests

Proposers may appeal the recommended award, provided the appeal is in writing, contains the RFP number, and submitted within ten (10) calendar days of the date on the notification of intent to award.

All appeals must be submitted to:

**County of San Bernardino
Special Districts Department
ATTN: Director of Special Districts Department
RFP No. SDD-907 – Asphalt Pavement Repair Services
157 W. Fifth Street, Second Floor
San Bernardino, CA 92415-0450**

Grounds for an appeal is that the District failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. In event of protest, a panel designated by the County Purchasing Agent, or his designee will handle all protests.

The District will consider only those specific issues addressed in the written appeal. A written response will be directed to the appealing Proposer within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

IX. BID PACKAGE

Proposal Checklist

<u>Item</u>	<u>Description</u>	<u>Included</u>
1	Cover Page (as described on pg.10)	
2	Statement of Certification (ATTACHMENT A)	
3	Copies of insurance certificates.	
4	Attachment C, Fee Schedule	
5	Copy of current Contractor/Business License	
6	Minimum of 3 references	

Contractor shall submit two (2) unbound originals and three (3) unbound copies of this proposal.

STATEMENT OF CERTIFICATION

ATTACHMENT A

Vendor Information:

☐

Corporation

☐

Partnership

☐

Sole Proprietorship

Vendor Name	Owner Name & Telephone # (required if sole proprietorship)
Federal Tax ID #	Contact Name & Telephone & fax#
Mailing Address	Remittance Address

I, _____, of _____
Representative name Vendor organization

have the authority and do submit this proposal to provide to the County of San Bernardino the following:

Product/Service Description	Cost	Timeframe
RFP No. SDD-907, Asphalt Pavement Repair Services	SEE ATTACHMENT C	7/1/08 thru 6/30/11

I certify that:

1. All declarations in this proposal and attachments are true and constitute a warranty, the falsity of which entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 120 days from the date this proposal is opened and recorded.
4. All aspects of this RFP and the proposal submitted are binding if this proposal is selected and a contract awarded.
- 5.

_____ agrees to provide the County with any additional
Vendor organization
information it deems necessary to accurately determine ability to perform services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

6. _____ does not have any commitments or potential
Vendor organization
commitments which may impact its assets, lines of credit, guarantor letters, or ability to perform the contract.

Authorized
Signer _____

Date _____

Print
Name _____

ATTACHMENT A

Attachment B - Insurance

INSURANCE AND INDEMNIFICATION

Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the District, the County and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liabilities arising from Contractor's acts, errors, or omissions and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance. Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation.** A program of Workers' Compensation insurance or a State approved self-insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this agreement.
- **Comprehensive General and Automobile Liability Insurance.** This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. These policies shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured. The General Liability and Automobile Liability certificates shall contain endorsements naming the following as additional insureds with respect to liabilities arising out of the performances of services hereunder:

- County Of San Bernardino.
- All County Board Governed Districts, County Service Areas and their Improvement Zones.

Waiver of Subrogation Rights. The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the District, the County, their officers, employees, agents, volunteers, contractors, and subcontractors.

Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self insurance programs carried or administered by the District or County.

Proof of Coverage. Contractor shall immediately furnish certificates of insurance to the County department administering the contract evidencing the insurance coverage, including endorsements, as required above prior to the commencement of services hereunder. The certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. The Contractor shall maintain such insurance from the time the Contractor starts the job, and until completion of the job. Within sixty (60) days of commencement of this Agreement the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become unreasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Attachment C – Fee Schedule

Asphalt Pavement Repair Services

The format of this Fee Schedule will be determined during the mandatory Bidders' Conference on May 1, 2008. At that time an addendum to this RFP will be issued defining the required information to be submitted on this Fee Schedule.

Attachment D – Authorized Personnel List
Asphalt Pavement Repair Services

Only the following District personnel can authorize work under this Contract. Work performed without the proper authorization is subject to non-payment:

Thomas L. Sutton, Director, Special Districts Department
Manuel M. Benitez, Deputy Director, Special Districts Department
Jeff Rigney, Deputy Director, Special Districts Department
James A. Oravets, Division Manager, Engineering & Construction, Special Districts Department

Greg Bacon, Senior Project Manager, Special Districts Department
Gary Martin, Senior Project Manager, Special Districts Department
Reese Troublefield, Regional Manager, Special Districts Department
Pam Vandervoort, Regional Manager, Special Districts Department
Tim Millington, Regional Manager, Special Districts Department
John Bradford, Assistant Regional Manager, Special Districts Department
Bill Mahaney, Inspector, Special Districts Department
Gale Glenn, Construction Inspector, Special Districts Department

Bill Stone, Water Operations Manager, Water & Sanitation Division
Dave Cloutman, Water Maintenance Supervisor, Water & Sanitation Division
Steve Samaras, Water Operations Supervisor, Water & Sanitation Division

Kathy Whalen, Sanitation Operations Manager, Water & Sanitation Division
Mark Pattison, Chief Plant Operator, Water & Sanitation Division
Jay Baldwin, Chief Plant Operator, Water & Sanitation Division
Jim Payfer, Sanitation Maintenance Supervisor, Water & Sanitation Division

Attachment E – Specifications and Standards Documents

Asphalt Pavement Repair Services

The County Of San Bernardino, Department Of Public Works, has developed many specifications and standards that apply to asphalt and concrete road operations as described in this RFP, and performed under a resulting contract. It is the Contractor's responsibility to ensure it has the most current versions in its files. It is also the Contractor's responsibility to perform any tasks under a resulting contract in accordance with the applicable specifications and standards. These documents can be obtained on-line by visiting www.sbcounty.gov , then select Public Works in the department menu, then select either Road Permits or Design Standards. A list of the more common specifications and standards follows:

Road Permits

General Permit Conditions And Trench Specifications

Trench Overlay Sketch

Trench Plate Detail

Trench Cut – Tcut Detail

Trench Cut – Optional Tcut Detail

Trench Cut – Non Tcut Detail

Design Standards

Asphalt Dike 117

Traversable Asphalt Dike 117a

Headwall Wing-Type 209

Attachment F – District Locations

Asphalt Pavement Repair Services

Asphalt pavement repair services may need to be performed in any of the following unincorporated County areas for Roads, Parks, Water, and Sanitation districts:

Valleys

Chino
Bloomington
Verdemont
Glen Helen/Devore

Mountains

Wrightwood
Lytle Creek
Crestline
Cedar Pine Park
Deer Lodge Park
Cedar Glen
Green Valley Lake
Running Springs
Fawnskin
Big Bear City & Lake
Oak Glen

Upper Desert

Trona
Barstow
Lenwood
Baldy Mesa/Phelan/Pinon Hills
Oro Grande
Apple Valley
Spring Valley Lake
Hesperia
Oak Hills
Lucerne Valley

Lower Desert

Landers
Joshua Tree
Pioneertown
Hacienda
Morongo Valley